

MARCH 24, 2011

1.0 INTRODUCTION: General Services: Bid Request 5-110425FR

1.1 This Request For Bid (RFB) seeks bids from qualified organizations to provide **HYDRO DEMOLITION FOR CONCRETE BRIDGE DECK SURFACE PREPARATION WITH CONTRACTOR CONTAINMENT**, with an anticipated contract period from the date of Notice to Proceed continuing through forty five (45) calendar days for completion of the work, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).

Your written bid must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified above, at the office of the **RFB Coordinator**:

Ms. Frankie J. Ryan, MPA, CPPO, CPPB
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive, Jefferson City, MO 65109 (physical address)
P.O. Box 270, Jefferson City, MO 65102 (mailing address)
Jefferson City, MO 65102

All documents must be sealed and the outermost wrapping should be clearly marked "**RFB 5-110425FR, Bid for Hydro Demolition For Concrete Bridge Deck Surface Preparation With Contractor Containment**". All questions regarding the RFB shall be submitted to Ms. Frankie Ryan. Sealed bids must be received by the Missouri Department of Transportation, Jefferson City, Missouri, on or before **2:00 P.M., CDST, APRIL 25, 2011 (corrected by Addendum 001, published 3/29/11)**. At that time bids will be publicly opened and read at MoDOT General Services, 830 MoDOT Drive, Jefferson City, MO 65109.

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, or any other organization, as its agent for purposes of accepting bids. Any bids arriving at the designated office after the deadline specified will not be considered.

It is the sole responsibility for all bidders to check the website for any addenda issued on this solicitation and to ensure their bid price reflects any addendum. The MHTC reserves the right to reject any or all bids for any reason whatsoever.

Respectfully,

Frankie J. Ryan, MPA, CPPO, CPPB
Senior Procurement Agent
(573) 522-9481

1.2 **GENERAL INFORMATION**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of *Hydro Demolition For Concrete Bridge Deck Surface Preparation With Contractor Containment*, as set forth herein.

1.2.2 **Organization:** This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) General Bid Information and **** Special Information on Bidder Prequalification ****
- 4) Pricing Page *(to be signed and submitted with the bid)*
- 5) Notes on Additional Award and Contract Information Requirements
- 6) Bid Bond *(to be executed and submitted with the bid in lieu of a Certified Check, Cashier's Check or Bank Money Order)*
- 7) Signature and Identity of Bidder *(to be signed and submitted with the bid)*
- 8) Anti-Collusion Statement *(to be signed and submitted with the bid)*
- 9) Preference in Purchasing Products *(to be signed and submitted with the bid)*
- 10) Domestic Products Procurement Act *(to be signed and submitted with the bid)*
- 11) Worker Eligibility Verification Affidavit *(to be signed and submitted prior to award)*
- 12) Missouri Service-Disabled Veteran Business Preference *(to be signed and submitted with the bid)*
- 13) Attachment A: Bridge Location Map

1.3 **RFB SCHEDULE OF EVENTS**

1.3.1 The following Schedule of Events represents the MHTC's best estimate of the schedule that shall be followed. *Unless otherwise specified, the following events shall be scheduled on Central Daylight Savings Time.*

1.3.2 The MHTC reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification *except for the deadline date for submitting a bid.*

EVENT	DATE	TIME (on or before)
MODOT Issues Bid Documents	March 24, 2011	4:00 pm
Deadline for Written Comments	March 31, 2011	4:00 pm
Deadline for MoDOT Issuing Responses to Written Comments	April 4, 2011	4:00 pm
Deadline for Submitting Bids	April 25, 2011	2:00 pm
Anticipated Contract NTP	June 1, 2011	4:00 pm

2.0 SCOPE OF WORK

2.1 GENERAL REQUIREMENTS

Contractor is to provide hydro demolition services, with contractor containment, as outlined herein, for a bridge deck in Webster County.

The Commission's District 8 Bridge Engineer is designated as the Commission's representative, herein after referred to as Project Coordinator, for the purpose of administering the provisions of this Agreement. The Project Coordinator may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this agreement.

2.2 SPECIFIC REQUIREMENTS

This work is bridge deck preparation using hydro demolition (with operators) to remove a ¼" minimum depth of sound concrete and all unsound concrete during an initial pass. The bridge is identified as MoDOT structure number A1751, on Route M, in Webster County, approximately 35 miles northeast of Springfield, Missouri. The bridge length is 175 feet long and has a roadway width of 26 feet, inside curb to inside curb. **THE TOTAL AREA FOR DEMOLITION IS 505.6 SQUARE YARDS.** Please see Attachment A "Bridge Location Map" for additional information on bridge location.

The hydro demolition equipment is required to utilize a high pressure water jet stream in order to provide a rough and bondable surface, while removing all unsound concrete and rust particles from existing reinforcing steel during its initial pass. The unit shall attain sufficient pressure and utilize sufficient water in order to cut to the prescribed depth and quality required. **The hydro demolition machinery must be equipment that is specifically designed for bridge decks.**

The **operator of the equipment must be trained/certified in the operation of the machinery** as recommended by the manufacturer of the equipment.

The Contractor shall **be responsible for acquiring any needed permits** in order to perform the work per local requirements. The Contractor will comply with local laws involving safety in the prosecution of the work.

The hydro demolition Contractor shall provide the water (potable) source for this operation. **It is also the responsibility of the Contractor to contain and filter the water and slurry.** This can be done through a vacuum system or another means. However, **the intent is that 99% or more of the runoff and debris must be collected on the bridge deck or close proximity** such that it does not contaminate the surrounding area. MoDOT will provide trucks for hauling off debris.

Prior to the commencement of hydro demolition, the machine shall be calibrated on an area of sound concrete (APPROXIMATELY 6' x 6') to demonstrate the ability of the machine to remove to the required depth. The equipment shall then be moved to an area (APPROXIMATELY 6' x 6') of known unsound concrete and the machinery shall demonstrate the ability to remove delaminated concrete within the initial pass. If the equipment is unable to satisfactorily remove the concrete it shall be re-calibrated to achieve the desired results. If the equipment is still unable to provide the necessary end result another unit shall be provided, **at no additional cost to MODOT.**

Upon final calibration, the following settings of the machine shall be documented:

1. Water Pressure
2. Machine Staging Control (step)
3. Nozzle Size
4. Nozzle Speed
5. Water Flow Rate

The equipment operator must provide adequate shielding to ensure containment of all dislodged concrete within the removal area in order to protect the traveling public and workers from flying debris on, adjacent to, and below the work site.

After the initial pass the hydro demolition machine has completed, and the deck is dry and frost free, the deck areas shall be sounded by MODOT to ensure that all unsound material has been removed. If unsound material is detected through sounding, the hydro demolition machine shall CONTINUE over those IDENTIFIED areas to remove the delaminations, **at no additional cost to MODOT.**

All clean-up of rubble and debris from the bridge deck shall be the responsibility of the Hydro Demolition Contractor. The clean-up shall be in a manner that does not damage the deck or exposed reinforcing steel. This shall be done before the slurry is allowed to dry on the bridge deck surface. The material removed from the deck may be deposited at a designated location on site. MoDOT will load and haul off the rubble.

A final pressure wash (MINIMUM OF 6,000 PSI) of the bridge deck shall be performed to clean the deck OF ALL LOOSE DEBRIS, GRIT AND LAITANCE.

2.3 TRAFFIC CONTROL: All traffic control is provided by MODOT.

2.4 PREVAILING SPECIFICATIONS: All work must be in accordance with the Missouri Standard Specifications for Highway Construction, 2004 Edition, its latest supplements and the Scope of Work referenced herein. The following web link will provide information on the Missouri Standard Specifications referenced herein:

http://www.modot.mo.gov/business/standards_and_specs/highwayspecs.htm

2.4 INSURANCE

Contractor must carry the Liability Insurance as listed in the Missouri Standard Specifications For Highway Construction, 2004 Edition, including all supplements. Proof of insurance will be required prior to final contract execution.

3.0 GENERAL BID INFORMATION

3.1 CONTRACT PRICES

All prices shall be firm and fixed. MoDOT shall not pay nor be liable for any other additional cost including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, etc. The Contractor shall not invoice federal, state or local taxes. Payment for all services herein shall be made in arrears.

3.2 CONTRACT PERIOD AND COMPLETION DATE

Upon notice to proceed the Contractor shall have forty-five (45) consecutive calendar days to complete the work. The Contractor shall give MoDOT ten (10) consecutive calendar days notice prior to starting work in order to plan for traffic control, detours, news releases, etc. When the Contractor begins work he shall have a total of three (3) consecutive calendar days to complete the work. The work shall be

conducted during the course of a normal work week (Monday thru Friday), unless otherwise approved by the Project Coordinator. Unless otherwise approved by the Project Coordinator, no work will be permitted on official state holidays.

3.3 PAYMENTS AND MOBILIZATION/DEMobilIZATION COST

Payment will be by the square yard of bridge deck surface regardless of the number of passes of the equipment. The payment will be based on MODOT's plan quantity BASED ON THE KNOWN BRIDGE DIMENSIONS. No final field measurement will be made, unless there is a change to the scope of work. There will be a separate pay item for mobilization/demobilization of the equipment. *THE TOTAL AREA FOR PURPOSES OF PAYMENT IS ~~364.0~~ 505.6 SQUARE YARDS. (Corrected by Addendum 002, published 4/7/11.)*

3.4 COMPLIANCE WITH MANDATORY REQUIREMENTS

Bids will be reviewed to determine if it complies with the mandatory requirements and to determine the lowest and responsive bid.

3.5 COST DETERMINATION

The low bid(s) shall be determined by the total lowest cost submitted on the pricing page. This rate will be used to determine the lowest cost for purposes of award.

3.6 INSPECTION

All work will be inspected during the course of the project. A final inspection will be made to determine compliance of standard specifications.

3.7 OPEN COMPETITION/REQUEST FOR BID DOCUMENT

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source.

Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the RFB Coordinator from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received by the date outlined in the RFB Events Schedule published herein.

3.8 BIDDER INFORMATION AND PREQUALIFICATION TO BID

A contractor bidding on a MoDOT highway construction project must have a contractor questionnaire on file with the Commission. Submit completed Contractor Questionnaire with attachments not later than seven (7) calendar days prior to the date and hour of the bid opening. See Sec 102.2 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website at <http://www.modot.org/business/BecomeAMoDOTPrimeContractor.htm>.

3.9 GENERAL WAGE ORDER

The awarded contractor shall be required to comply with the wages as fixed by the Missouri Department of Labor and Industrial Relations (DOLIR). **General Wage Order No. 54**, attached herein, as published by the Missouri Department of Labor and Industrial Relations is in effect. If awarded the contract, the Contractor shall be responsible for submitting notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material

suppliers. At the time of this bid, please note that 'Excessive Unemployment Is In Effect' which is defined by the Missouri Department of Labor as:

Excessive Unemployment and Restrictive States

"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. **(See Sections 290.550 through 290.580 RSMo).**

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Link to DOLIR where additional information and forms can be found.

http://www.labor.mo.gov/div_pubs_forms.asp#DLS

3.10 BID GUARANTY AND CONTRACT BOND

This bid and its opening is unable to use the resource of the 'Electronic Bid Bond' that is kept on file with our Design and Construction Division. Please submit an individual bid bond or alternative as indicated herein. The use of 'Electronic Bid Submittal' as offered through the Design and Construction monthly bid lettings is also not in use for this bid submittal. Returned *Sealed Bids* are required for this solicitation.

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue-- Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), **it must be in the form provided** and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.11 FAILURE TO EXECUTE THE CONTRACT

Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 calendar days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and

performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

3.12 LIQUIDATED DAMAGES

Failure to complete the work within the three (3) consecutive work day period shall result in liquidated damages of one hundred dollars (\$100) per day.

If the work is not completed within forty five (45) consecutive calendar days from the notice to proceed the Contractor will be charged liquidated damages of hundred dollars (\$100) per day.

3.13 AWARD/CANCELLATION

The contract will be awarded by the Commission to the lowest responsible bidder. Notification of award will be at the time the tabulation is posted to the Internet. See Section 103.2.1 of the Missouri Standard Specifications For Highway Construction, 2004 Edition.

http://www.modot.mo.gov/business/standards_and_specs/highwayspecs.htm

MoDOT reserves the right to cancel this bid at any time. Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

3.14 INVOICING REQUIREMENTS

The contractor shall submit an itemized invoice on Company Letterhead. The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document. Other than the payment specified on the pricing page, no additional charges, including fuel surcharges shall be made to the contractor for any reason.

3.15 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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4.0 PRICE PAGE

- 4.1** The bidder shall provide prices in the space provided below for the services outlined in the provisions and requirements of this RFB. **All costs**, including but not limited to travel, per diem, personnel, insurance, etc., associated with providing the required services shall be included in the provided spaces.

Low cost will be determined by totaling the **cost for one (1) square yard of hydro demolition multiplied by the 505.6 square yards of demolition anticipated (changed per addendum 003, issued 4/13/11)** plus the cost for mobilization and demobilization, to determine the low bidder.

PRICE PER SQUARE YARD for hydro demolition of bridge deck: \$ _____

NOTE: Bidder is to base his/her bid on the amount of ~~364.0~~ **505.6 SQUARE YARDS** of hydro demolition. **(Corrected by Addendum 002, published 4/7/11.)**

MOBILIZATION: Provide a fixed rate for Mobilization Cost: \$ _____

DEMOBILIZATION: Provide a fixed rate for Demobilization Costs: \$ _____

TOTAL COST \$ _____

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

Telephone

Email

*****It is the sole responsibility of the bidder to check for addendums during the time this project is out for bid and to ensure their bid price reflects any addendum.*****

5.0: NOTES ON ADDITIONAL AWARD AND CONTRACT INFORMATION REQUIREMENTS

5.1 All awarded bidders **MUST be in full accordance with the following before contract can be fully executed:**

5.1.1 **TAX CLEARANCE CERTIFICATE:** MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Please contact the Department of Revenue at (573) 751-9268 for additional information on obtaining a Tax Clearance Certificate.

5.1.2 **SECRETARY OF STATE FILING:** The vendor must be in good standing with the Missouri Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.

5.1.3 **E-VERIFY PROGRAM:** Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION, and
- b. Proving documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services request herein.
- c. E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program. E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

5.1.4 **VENDOR REGISTRATION FORM:** Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last five (5) years, in order to allow the Missouri Department of Transportation to pay invoices.

5.1.5 **VENDOR'S RESPONSIBILITY TO PROVIDE DOCUMENTATION:** If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the requirements within the bid.

~ Reminder of page intentionally left blank. ~

6.0 BID BOND

(Revised 08/96)

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

as ***principal*** and _____
as ***surety***, are held and firmly bound unto the state of Missouri (acting by and through the Missouri Highways and Transportation Commission) in the penal sum of _____ Dollars (\$) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____, 2011

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) _____

in _____ County(ies),
project(s) _____

for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

Principal

SEAL

By _____
Signature

Surety

SEAL

By _____
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

7.0 SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show this name above in addition to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

8.0 ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being first
duly sworn, deposes and says that he is _____
Title of Person Signing
of _____

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

9.0 PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

10.0 MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

Vendor Name: _____ **Signature:** _____

11.0 APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED PRIOR TO ANY FINAL CONTRACT EXECUTION.
A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant
owner or partner business name
contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

___ a United States citizen. ___ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.

A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or
title business name
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

12.0 MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an Offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in Missouri statute and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the Offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the Offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the Offeror was in, stating that the Offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the Offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in Missouri statute and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

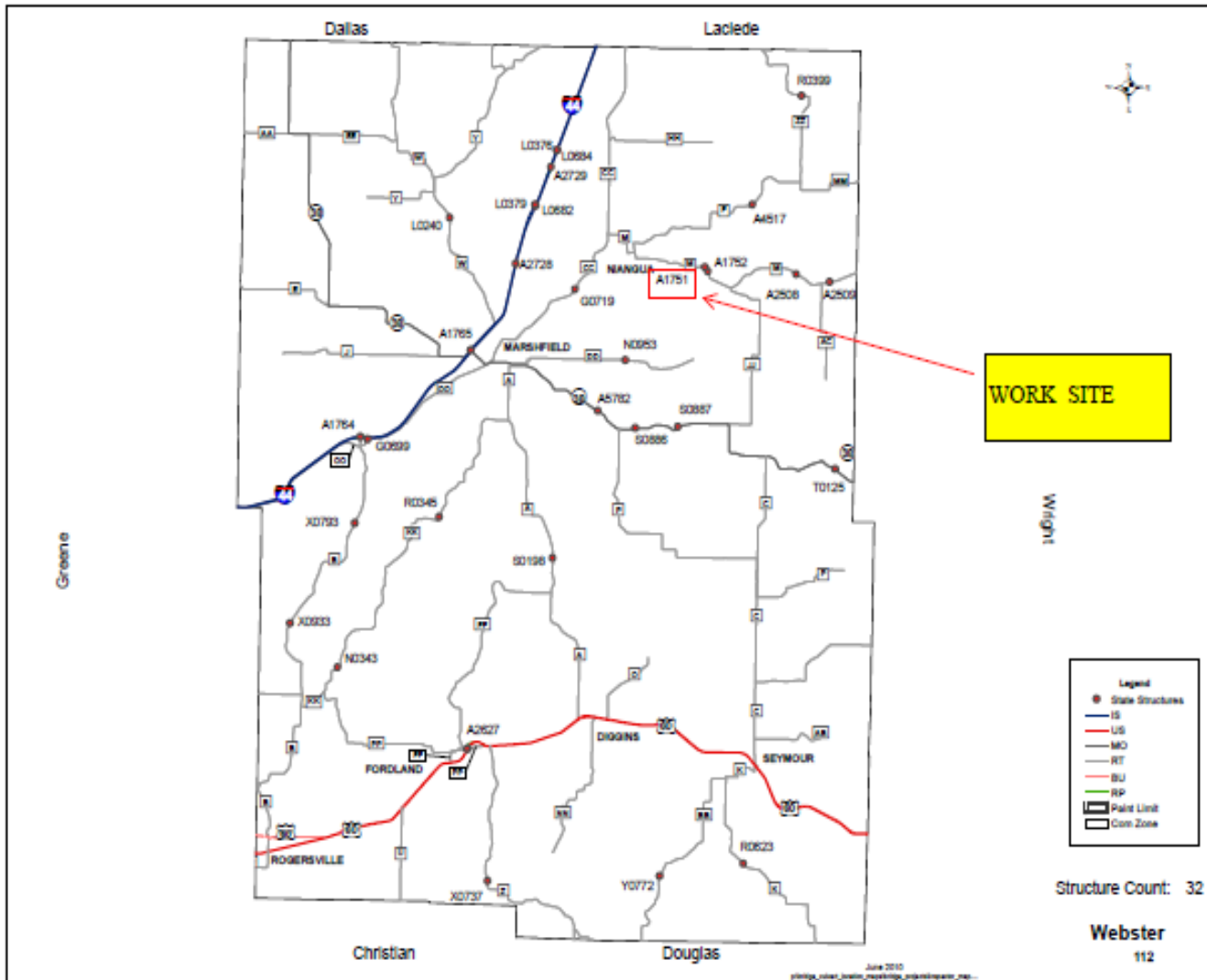
Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

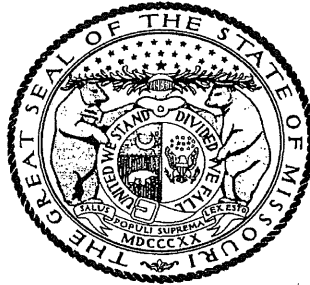
Missouri Address of Service-Disabled Veteran Business

ATTACHMENT A
BRIDGE LOCATION MAP
BRIDGE A1751
WEBSTER COUNTY, MISSOURI



Missouri Department of Labor and Industrial Relations

Missouri Division of Labor



JEREMIAH W. (JAY) NIXON, Governor

General Wage Order No. 54

July 1, 2010 thru June 30, 2011

Wage Rates for State Highway Construction

In accordance with Section 290.260 RSMo, within thirty (30) days after a certified copy of this General Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this General Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the General Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: June 30, 2010

Last Date Objections May Be Filed: July 30, 2010

FOR THE FOLLOWING OCCUPATIONAL TITLES

LABORER
TRUCK DRIVER-TEAMSTER
OPERATING ENGINEER
CARPENTER
TRAFFIC CONTROL SERVICE DRIVER
CEMENT MASON
IRON WORKER
ELECTRICIAN, INSIDE WIREMAN
ELECTRICIAN, OUTSIDE
PAINTER

INDEX TO OCCUPATIONAL TITLES AND COUNTIES

	LABORER		TRUCK DRIVER- TEAMSTER		OPERATING ENGINEER		CARPENTER		TRAFFIC CONTROL SERVICE DRIVER	
COUNTY	Area - Page		Area - Page		Area - Page		Area - Page		Area - Page	
Adair	E-3	- 28	E3	- 30	2	- 32	6	- 34	5A	- 36
Andrew	W1	- 28	W2	- 30	3	- 32	4	- 34		
Atchison	W1	- 28	W3	- 30	3	- 32	4	- 34		
Audrain	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Barry	W-2	- 28	W3	- 30	4	- 32	4A	- 34		
Barton	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Bates	W-2	- 28	W1B	- 30	3	- 32	4	- 34	1	- 36
Benton	W-2	- 28	W2	- 30	3	- 32	6A	- 34		
Bollinger	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Boone	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Buchanan	W1	- 28	W1	- 30	3	- 32	3	- 34		
Butler	E-3	- 28	E3	- 30	2	- 32	8	- 34	5A	- 36
Caldwell	W1	- 28	W2	- 30	3	- 32	4	- 34		
Callaway	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Camden	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Cape Girardeau	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Carroll	W-2	- 28	W2	- 30	3	- 32	4	- 34		
Carter	E-3	- 28	E2	- 30	2	- 32	8A	- 34	5	- 36
Cass	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Cedar	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Chariton	E-3	- 28	W2	- 30	3	- 32	6	- 34		
Christian	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Clark	E-3	- 28	E3	- 30	2	- 32	7	- 34	5A	- 36
Clay	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Clinton	W1	- 28	W2	- 30	3	- 32	3	- 34		
Cole	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Cooper	E-3	- 28	W2	- 30	3	- 32	6	- 34		
Crawford	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Dade	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Dallas	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Daviess	W1	- 28	W2	- 30	3	- 32	4	- 34		
DeKalb	W1	- 28	W2	- 30	3	- 32	4	- 34		
Dent	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Douglas	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Dunklin	E-3	- 28	E3	- 30	2	- 32	8	- 34	5A	- 36
Franklin	E-1	- 28	E1	- 30	1	- 32	1A	- 34	3A	- 36
Gasconade	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Gentry	W1	- 28	W3	- 30	3	- 32	4	- 34		

INDEX TO OCCUPATIONAL TITLES AND COUNTIES

	CEMENT MASON		IRON WORKER		ELECTRICIAN, INSIDE WIREMAN		ELECTRICIAN, OUTSIDE		PAINTER	
COUNTY	Area - Page		Area - Page		Area - Page		Area - Page		Area Page	
Adair	1	- 38	3	- 40	7	- 42	STL	- 44	1	- 46
Andrew	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Atchison	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Audrain	1	- 38	4	- 40	1	- 42	STL	- 44	1	- 46
Barry	3	- 38	4	- 40	3	- 42	1	- 44	3	- 46
Barton	3	- 38	KC-2	- 40	3	- 42	1	- 44	3	- 46
Bates	2	- 38	KC-2	- 40	KC	- 42	KC	- 44	7	- 46
Benton	1	- 38	KC-2	- 40	KC	- 42	KC	- 44	7	- 46
Bollinger	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
Boone	1	- 38	STL-2	- 40	1	- 42	STL	- 44	1	- 46
Buchanan	2	- 38	KC-1	- 40	2	- 42	1	- 44	2	- 46
Butler	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
Caldwell	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
Callaway	1	- 38	STL-1	- 40	1	- 42	STL	- 44	1	- 46
Camden	1	- 38	KC-2	- 40	1	- 42	STL	- 44	6	- 46
Cape Girardeau	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
Carroll	1	- 38	4	- 40	KC	- 42	KC	- 44	7	- 46
Carter	4	- 38	STL-1	- 40	STL	- 42	STL	- 44	4	- 46
Cass	KC	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Cedar	3	- 38	KC-2	- 40	3	- 42	1	- 44	3	- 46
Chariton	1	- 38	KC-2	- 40	1	- 42	STL	- 44	1	- 46
Christian	3	- 38	KC-2	- 40	4	- 42	1	- 44	3	- 46
Clark	5	- 38	3	- 40	7	- 42	STL	- 44	STL	- 46
Clay	KC	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Clinton	2	- 38	KC-2	- 40	2	- 42	1	- 44	KC	- 46
Cole	1	- 38	STL-2	- 40	1	- 42	STL	- 44	1	- 46
Cooper	1	- 38	KC-2	- 40	KC	- 42	STL	- 44	1	- 46
Crawford	7	- 38	STL-2	- 40	1	- 42	STL	- 44	6	- 46
Dade	3	- 38	KC-2	- 40	3	- 42	1	- 44	3	- 46
Dallas	3	- 38	KC-2	- 40	4	- 42	1	- 44	3	- 46
Daviess	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
DeKalb	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Dent	7	- 38	STL-2	- 40	1	- 42	STL	- 44	6	- 46
Douglas	3	- 38	KC-2	- 40	4	- 42	1	- 44	3	- 46
Dunklin	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
Franklin	8	- 38	STL-1	- 40	STL	- 42	STL	- 44	STL	- 46
Gasconade	1	- 38	STL-2	- 40	1	- 42	STL	- 44	1	- 46
Gentry	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46

INDEX TO OCCUPATIONAL TITLES AND COUNTIES

	LABORER		TRUCK DRIVER- TEAMSTER		OPERATING ENGINEER		CARPENTER		TRAFFIC CONTROL SERVICE DRIVER	
COUNTY	Area - Page		Area - Page		Area - Page		Area - Page		Area - Page	
Greene	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Grundy	W1	- 28	W3	- 30	3	- 32	4	- 34		
Harrison	W1	- 28	W3	- 30	3	- 32	4	- 34		
Henry	W-2	- 28	W1B	- 30	3	- 32	4	- 34	1	- 36
Hickory	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Holt	W1	- 28	W3	- 30	3	- 32	4	- 34		
Howard	E-3	- 28	W2	- 30	3	- 32	6	- 34		
Howell	E-3	- 28	E3	- 30	2	- 32	8A	- 34	5A	- 36
Iron	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Jackson	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Jasper	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Jefferson	E-5	- 28	E1	- 30	1	- 32	1	- 34	3A	- 36
Johnson	W-2	- 28	W1A	- 30	3	- 32	3	- 34	1	- 36
Knox	E-3	- 28	E3	- 30	2	- 32	6	- 34	5A	- 36
Laclede	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Lafayette	W-1A	- 28	W1A	- 30	3	- 32	3	- 34	1	- 36
Lawrence	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Lewis	E-3	- 28	E3	- 30	2	- 32	7	- 34	5A	- 36
Lincoln	E-2	- 28	E1A	- 30	1	- 32	2A	- 34	4	- 36
Linn	E-3	- 28	W2	- 30	3	- 32	6	- 34		
Livingston	W1	- 28	W2	- 30	3	- 32	4	- 34		
McDonald	W-2	- 28	W3	- 30	4	- 32	4A	- 34		
Macon	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Madison	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Maries	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Marion	E-3	- 28	E2	- 30	2	- 32	7	- 34	5	- 36
Mercer	W1	- 28	W3	- 30	3	- 32	4	- 34		
Miller	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Mississippi	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Moniteau	E-3	- 28	W2	- 30	2	- 32	6	- 34		
Monroe	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Montgomery	E-2	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Morgan	W-2	- 28	W2	- 30	2	- 32	6A	- 34		
New Madrid	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Newton	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Nodaway	W1	- 28	W3	- 30	3	- 32	4	- 34		
Oregon	E-3	- 28	E3	- 30	2	- 32	8A	- 34	5A	- 36
Osage	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36

INDEX TO OCCUPATIONAL TITLES AND COUNTIES

	CEMENT MASON		IRON WORKER		ELECTRICIAN, INSIDE WIREMAN		ELECTRICIAN, OUTSIDE		PAINTER	
COUNTY	Area - Page		Area - Page		Area - Page		Area - Page		Area-Page	
Greene	3	- 38	KC-2	- 40	4	- 42	1	- 44	3	- 46
Grundy	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
Harrison	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
Henry	2	- 38	KC-2	- 40	KC	- 42	KC	- 44	7	- 46
Hickory	3	- 38	KC-2	- 40	4	- 42	1	- 44	3	- 46
Holt	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Howard	1	- 38	KC-2	- 40	1	- 42	STL	- 44	1	- 46
Howell	6	- 38	4	- 40	8	- 42	STL	- 44	8	- 46
Iron	7	- 38	STL-1	- 40	STL	- 42	STL	- 44	5	- 46
Jackson	KC	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Jasper	3	- 38	2	- 40	3	- 42	1	- 44	3	- 46
Jefferson	STL	- 38	STL-1	- 40	STL	- 42	STL	- 44	STL	- 46
Johnson	2	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Knox	5	- 38	3	- 40	7	- 42	STL	- 44	1	- 46
Laclede	3	- 38	KC-2	- 40	4	- 42	1	- 44	6	- 46
Lafayette	2	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Lawrence	3	- 38	4	- 40	3	- 42	1	- 44	3	- 46
Lewis	5	- 38	3	- 40	7	- 42	STL	- 44	STL	- 46
Lincoln	8	- 38	STL-1	- 40	STL	- 42	STL	- 44	STL	- 46
Linn	1	- 38	KC-2	- 40	7	- 42	STL	- 44	1	- 46
Livingston	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
McDonald	3	- 38	2	- 40	3	- 42	1	- 44	3	- 46
Macon	1	- 38	3	- 40	7	- 42	STL	- 44	1	- 46
Madison	7	- 38	STL-1	- 40	STL	- 42	2	- 44	5	- 46
Maries	1	- 38	4	- 40	1	- 42	STL	- 44	6	- 46
Marion	7	- 38	3	- 40	7	- 42	STL	- 44	STL	- 46
Mercer	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
Miller	1	- 38	KC-2	- 40	1	- 42	STL	- 44	6	- 46
Mississippi	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
Moniteau	1	- 38	KC-2	- 40	1	- 42	STL	- 44	7	- 46
Monroe	1	- 38	3	- 40	7	- 42	STL	- 44	1	- 46
Montgomery	1	- 38	STL-2	- 40	7	- 42	STL	- 44	1	- 46
Morgan	1	- 38	KC-2	- 40	KC	- 42	STL	- 44	7	- 46
New Madrid	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
Newton	3	- 38	4	- 40	3	- 42	1	- 44	3	- 46
Nodaway	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Oregon	4	- 38	2	- 40	4	- 42	STL	- 44	4	- 46
Osage	1	- 38	STL-2	- 40	1	- 42	STL	- 44	1	- 46

INDEX TO OCCUPATIONAL TITLES AND COUNTIES

	LABORER		TRUCK DRIVER-TEAMSTER		OPERATING ENGINEER		CARPENTER		TRAFFIC CONTROL SERVICE DRIVER	
COUNTY	Area - Page		Area - Page		Area - Page		Area - Page		Area - Page	
Ozark	W-2	- 28	W3	- 30	4	- 32	4A	- 34	2	- 36
Pemiscot	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Perry	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Pettis	W-2	- 28	W2	- 30	3	- 32	6A	- 34		
Phelps	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Pike	E-3	- 28	E2	- 30	2	- 32	2B	- 34	5	- 36
Platte	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Polk	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Pulaski	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Putnam	E-3	- 28	E3	- 30	2	- 32	6	- 34	5A	- 36
Ralls	E-3	- 28	E2	- 30	2	- 32	7	- 34	5	- 36
Randolph	E-3	- 28	W2	- 30	2	- 32	6	- 34		
Ray	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Reynolds	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Ripley	E-3	- 28	E3	- 30	2	- 32	8A	- 34	5A	- 36
St. Charles	E-2	- 28	E1	- 30	1	- 32	1	- 34	3A	- 36
St. Clair	W-2	- 28	W2	- 30	4	- 32	4	- 34		
St. Francois	E-3	- 28	E2	- 30	2	- 32	2B	- 34	5	- 36
Ste. Genevieve	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
St. Louis	STL	- 28	STL	- 30	STL	- 32	STL	- 34	3	- 36
Saline	W-2	- 28	W2	- 30	3	- 32	4	- 34		
Schuyler	E-3	- 28	E3	- 30	2	- 32	6	- 34	5A	- 36
Scotland	E-3	- 28	E3	- 30	2	- 32	7	- 34	5A	- 36
Scott	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Shannon	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Shelby	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Stoddard	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Stone	W-2	- 28	W3	- 30	4	- 32	4A	- 34	2	- 36
Sullivan	E-3	- 28	W3	- 30	3	- 32	6	- 34		
Taney	W-2	- 28	W3	- 30	4	- 32	4A	- 34	2	- 36
Texas	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Vernon	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Warren	E-2	- 28	E1A	- 30	1	- 32	2	- 34	4	- 36
Washington	E-3	- 28	E2	- 30	2	- 32	2B	- 34	5	- 36
Wayne	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Webster	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Worth	W1	- 28	W3	- 30	3	- 32	4	- 34		
Wright	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36

INDEX TO OCCUPATIONAL TITLES AND COUNTIES

	CEMENT MASON	IRON WORKER	ELECTRICIAN, INSIDE WIREMAN	ELECTRICIAN, OUTSIDE	PAINTER
COUNTY	Area - Page	Area - Page	Area - Page	Area - Page	Area Page
Ozark	3 - 38	KC-2 - 40	4 - 42	1 - 44	3 - 46
Pemiscot	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Perry	4 - 38	STL-1 - 40	STL - 42	STL - 44	4 - 46
Pettis	1 - 38	KC-2 - 40	KC - 42	KC - 44	1 - 46
Phelps	7 - 38	4 - 40	1 - 42	STL - 44	6 - 46
Pike	7 - 38	STL-2 - 40	7 - 42	STL - 44	STL - 46
Platte	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Polk	3 - 38	KC-2 - 40	4 - 42	1 - 44	3 - 46
Pulaski	7 - 38	STL-2 - 40	8 - 42	STL - 44	6 - 46
Putnam	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
Ralls	7 - 38	3 - 40	7 - 42	STL - 44	STL - 46
Randolph	1 - 38	4 - 40	1 - 42	STL - 44	1 - 46
Ray	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Reynolds	7 - 38	STL-1 - 40	STL - 42	STL - 44	4 - 46
Ripley	4 - 38	1 - 40	STL - 42	STL - 44	4 - 46
St. Charles	STL - 38	STL-1 - 40	STL - 42	STL - 44	STL - 46
St. Clair	3 - 38	KC-2 - 40	STL - 42	1 - 44	3 - 46
St. Francois	7 - 38	STL-1 - 40	STL - 42	STL - 44	5 - 46
Ste. Genevieve	7 - 38	STL-1 - 40	STL - 42	STL - 44	5 - 46
St. Louis	STL - 38	STL-1 - 40	STL - 42	STL - 44	STL - 46
Saline	1 - 38	KC-2 - 40	KC - 42	KC - 44	7 - 46
Schuyler	1 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Scotland	5 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Scott	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Shannon	7 - 38	STL-2 - 40	4 - 42	STL - 44	4 - 46
Shelby	5 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Stoddard	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Stone	3 - 38	4 - 40	6 - 42	1 - 44	3 - 46
Sullivan	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
Taney	3 - 38	KC-2 - 40	8 - 42	1 - 44	3 - 46
Texas	7 - 38	STL-2 - 40	8 - 42	STL - 44	6 - 46
Vernon	3 - 38	KC-2 - 40	3 - 42	1 - 44	3 - 46
Warren	8 - 38	STL-1 - 40	STL - 42	STL - 44	STL - 46
Washington	7 - 38	STL-1 - 40	STL - 42	STL - 44	5 - 46
Wayne	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Webster	3 - 38	KC-2 - 40	4 - 42	1 - 44	3 - 46
Worth	2 - 38	KC-2 - 40	2 - 42	1 - 44	2 - 46
Wright	3 - 38	KC-2 - 40	4 - 42	1 - 44	3 - 46

WELDERS receive the rate of wages prescribed for the craft performing operation of which welding is incidental.

NOTE I: Work performed on legal holidays not enumerated above shall be at straight time rate.

NOTE II: Make-up days shall not be utilized for days lost due to holidays if not permitted by the applicable Holiday Rate or Overtime Rate, and in the following instances:

- Carpenter - Outstate Areas 1 through 8A
- Cement Mason - Kansas City Area
- Laborer - Kansas City Area
- Operating Engineer - Kansas City Area
- Operating Engineer - Outstate Areas 3 and 4
- Teamster - Kansas City Area

**GENERAL WAGE ORDER NO. 54
HOLIDAY RATE SCHEDULE**

HOLIDAY RATE NO. 1: Means double (2) time shall be paid for all time worked on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day or days observed in lieu of these holidays.

HOLIDAY RATE NO. 2: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 ½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1 ½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other Craft employees of the same employer at work on that same job site are receiving double (2) time that Sunday or holiday.

HOLIDAY RATE NO. 3: Means any hours worked on Sundays and recognized holidays shall be paid at the rate of double (2) times the base rate. The recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event any of the above holidays fall on Saturday, then that holiday shall be observed on Friday. In the event any of the above holidays fall on Sunday, then that holiday shall be observed on Monday.

HOLIDAY RATE NO. 4: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day & Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

HOLIDAY RATE NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

HOLIDAY RATE NO. 6: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two personal days. The observance of one personal day to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

HOLIDAY RATE NO. 7: Means double (2) time for work performed on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday. No work shall be performed on LABOR DAY except to save life and property.

HOLIDAY RATE NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. If any of these holidays fall on Saturday, it will be recognized on the preceding Friday; if any of these holidays fall on a Sunday, it will be recognized on the following Monday. No work shall be performed on Labor Day except in case of emergency.

HOLIDAY RATE NO. 9: Means the following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked. The working people shall receive time and one-half (1½) for all work performed on Sundays and holidays.

**GENERAL WAGE ORDER NO. 54
HOLIDAY RATE SCHEDULE**

HOLIDAY RATE NO. 10: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

HOLIDAY RATE NO. 11: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workman unless worked. An employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

HOLIDAY RATE NO. 12: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular workdays. If such a holiday occurs on Sunday it shall be observed on the following Monday.

HOLIDAY RATE NO. 13: All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

HOLIDAY RATE NO. 14: There shall be seven (7) recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. No work on any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at two (2) times the regular rate of pay.

HOLIDAY RATE NO. 15: All work performed on New Year's Day, Memorial Day (Decoration Day), Independence Day (Fourth of July), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

HOLIDAY RATE NO. 16: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays falls on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

HOLIDAY RATE NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. No work shall be performed on Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

HOLIDAY RATE NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

GENERAL WAGE ORDER NO. 54
HOLIDAY RATE SCHEDULE

HOLIDAY RATE NO. 19: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

HOLIDAY RATE NO. 20: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

HOLIDAY RATE NO. 21: Means the following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered as a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

HOLIDAY RATE NO. 22: Means that Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

HOLIDAY RATE NO. 23: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

HOLIDAY RATE NO. 24: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workman unless worked. If workmen are required to work the recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

HOLIDAY RATE NO. 25: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

HOLIDAY RATE NO. 26: Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

HOLIDAY RATE NO. 27: Means that work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, shall be paid at the rate of double (2) time the regular rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is to be paid the workman unless worked.

GENERAL WAGE ORDER NO. 54
HOLIDAY RATE SCHEDULE

HOLIDAY RATE NO. 28: Means work done on Sundays and holidays shall be paid for at the double (2) time rate. Holidays recognized shall be as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day (Veterans' Day shall be celebrated the day after Thanksgiving), Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date. The contractor may shut down the job the day before or after a holiday.

HOLIDAY RATE NO. 29: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

HOLIDAY RATE NO. 30: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday and Sunday –if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

HOLIDAY RATE NO. 31: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as such, shall be paid at the double (2) time rate of pay. The Friday following Thanksgiving will be worked at the Employer's option. If worked, it will be at the regular hourly rate of pay. Saturday holidays will be celebrated on Saturday. Sunday holidays will be celebrated on Monday following the holiday. Work performed on any of these Mondays will be paid at double (2) the rate of pay.

HOLIDAY RATE NO. 32: All work performed on recognized holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except to save life or property. The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be observed November 11 (or a mutually agreed date of the Friday after Thanksgiving if agreed by other crafts working on project), Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday.

HOLIDAY RATE NO. 33: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double (2) times the regular hourly wage rate. When the holiday falls on Sunday, the following Monday shall be observed as the holiday. If any holiday occurs during the work week (Monday through Friday), any work performed over thirty-two (32) hours during that week would be considered overtime and would be paid at one and one-half (1½) times the basic rate of pay. This last sentence is not applicable if a project is on a normal hour four (4) day - ten (10) hour work week.

HOLIDAY RATE NO. 34: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

GENERAL WAGE ORDER NO. 54
HOLIDAY RATE SCHEDULE

HOLIDAY RATE NO. 35: All work performed on holidays shall be considered overtime and work performed on these days shall be paid at double (2) time prevailing scale. The holidays of understanding are: New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day (the first Monday in September).

HOLIDAY RATE NO. 36: All work done on New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed.

HOLIDAY RATE NO. 37: All work performed on Sunday and recognized holidays shall be paid at double (2) time. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

GENERAL WAGE ORDER NO. 54 OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 1: Means eight (8) hours of work between the hours of 8:00 A.M. and 4:30 P.M., except for a thirty (30) minute lunch period shall constitute a regular work day. Forty (40) hours, within five (5) such work days- Monday through Friday, inclusive, shall constitute a regular work week. The starting and quitting time for each job shall be subject to variance by mutual agreement and where not agreed otherwise the regular starting time shall be 8:00 a.m. and the quitting time shall be 4:30 p.m. In order to meet job site or owner conditions, the above section may be modified to allow for a workday/workweek of four (4), ten-hour days (4-10's) provided that the following condition is met: The project must be for a minimum of four (4) consecutive days beginning on either a Monday or Tuesday, holidays inclusive. All work performed outside of the regularly scheduled working hours, Monday through Friday, and on Saturday shall be paid at one and one-half (1½) times the hourly rate. On all work performed on Sundays and recognized legal holidays or days that may be celebrated as such, shall be paid at double (2) the hourly rate. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall be paid at eight (8) hours pay at the regular hourly rate plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 2: Means the regular work day for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m., except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours work week. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (1/2) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus \$1.50 per hour. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates. The additional \$1.50 per hour for hours worked outside the normal workday at the request of the Missouri Highway and Transportation Commission does not apply to shift work.

OVERTIME RATE NO. 3: Means the regular work day for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an employer is prohibited from working on a holiday, that employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1 ½) times the regular rate. If workmen are required to work the recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

OVERTIME RATE NO. 4: Means a workday of eight (8) hours, beginning at 8:00 a.m., Monday through Friday shall constitute a forty (40) hour work week. All time over the eight (8) hour day as above defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1 ½) the regular rate of wages. If workmen are required to work the recognized holidays or days observed as such, or on Sunday, they shall received double (2) the regular rate of pay for such work.

OVERTIME RATE NO. 5: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 a.m. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 6: Means a regular work day shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided that the following conditions are met:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 7: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. When the Missouri Highway and Transportation Commission requests on heavy highway work, work outside the normal working hours shall be paid at the regular hourly rate plus \$2.50 per hour.

OVERTIME RATE NO. 8: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time & one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

**GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 9: Means eight (8) hours shall constitute a regular day's work Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. If the employer elects to schedule work on a four (4) ten (10) hour day work week, ten (10) hour work days may be worked. These four (4) ten (10) hour day work weeks may be scheduled either Monday to Thursday with Friday as a make-up day or Tuesday to Friday with no make-up day. When a five (5) day eight (8) hour work week is used, all work performed over eight (8) hours per day shall be compensated at one and one-half (1½) times the basic hourly wage. Work performed on Saturday shall be compensated at time and one-half (1½) times the basic hourly wage. Work performed on Sundays and recognized holidays shall be compensated at double (2) times the basic hourly wage. When a four (4) day ten (10) hour work week is used, all work performed over ten (10) hours per day shall be compensated at time and one-time (1½) times the basic hourly wage. Work performed on Saturday shall be compensated at time and one-half (1½) times the basic hourly wage.

OVERTIME RATE NO. 10: Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. The work week shall be forty (40) hours, Monday through Friday. Any work in excess of forty (40) hours in one week shall be paid at the applicable overtime rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. In case of bad weather, or equipment breakdown, Friday may be used as a make-up day if four tens are being worked. If five eights are being worked, Saturday may be used as a make-up day. If the Employer works five eight hour days all time over eight hours per day will be paid at the overtime rate. If the Employer works four ten hour days, all time over ten hours per day will be paid at the overtime rate. Time and one-half (1½) shall be paid for the first two (2) hours of overtime work on any regular work day and any work performed before regular starting time and after regular quitting time and for the first ten (10) hours on Saturday. All work in excess of ten (10) hours regular work day and ten (10) hours on Saturday and all work performed on Sunday and recognized holidays shall be double (2) time.

OVERTIME RATE NO. 11: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the work week. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (1/2) the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. When the Missouri Highway and Transportation Commission requests that work be done outside the normal working hours the normally applicable pay rate shall be increased by \$1.50 per hour. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates. The additional \$1.50 per hour for hours worked outside the normal workday at the request of the Missouri Highway and Transportation Commission does not apply to shift work.

OVERTIME RATE NO. 12: Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. In the event the Contractor is unable to work forty (40) hours in this work week due to inclement weather, Saturday may be used as a Make-Up Day. All Make-Up hours worked on Saturday (up to 40 hours for the week) shall be paid at the straight time rate of pay. The Make-Up Day may not be used to Make-Up holidays. Any work in excess of eight (8) hours per day, or forty (40) hours in one week, Monday through Saturday, shall be paid at the time and one-half (1 ½) rate of regular hourly rate, except as provided elsewhere. All work performed on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. If the Employer uses the option of working four (4) ten (10) hour days, Friday and Saturday can be used as Make-Up Days due to weather related loss of time. When the Employer works the four (4) ten (10) hour day schedule, the rate of time and one-half (1 ½) the regular hourly rate will be paid on all hours over ten (10) hours per day, and over forty (40) hours per week. All work performed on Sundays and holidays shall be paid at two (2) times the regular hourly rate.

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 13: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. and 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours. When the Missouri Highway and Transportation Commission requests or the contractor elects to have work performed outside the normal working hours the rate of pay shall be the regular hourly pay for such work plus \$2.30 per hour.

OVERTIME RATE NO. 14: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

OVERTIME RATE NO. 15: Means eight (8) hours of work between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m., shall constitute a work day. Forty (40) hours within five (5) days - Monday through Friday, inclusive - shall constitute a work week. The regular starting time in the morning may be moved not more than one hour prior to 8:00 a.m.; however, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate and as required by the employer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 8:00 a.m. to 6:30 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and Holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) days, eight (8) hours per day work week. All overtime work after a regular work day, (8) hours, Monday through Friday shall be paid at time and one-half (1½). All hours worked on Saturday shall be paid at time and one-half (1½). All other overtime on Sunday and recognized holidays shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 16: Means eight hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1 ½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 17: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week. The Employer may at his discretion, vary the starting time by up to one (1) hour, either prior to or after the normal starting time. The Employer may work four (4) ten (10) hour days, either Monday through Thursday or Tuesday through Friday. Overtime will be paid for work outside of the established starting and quitting times. All overtime work between eight (8) hours and ten(10) hours on regular scheduled working days and the first ten (10) hours on Saturday, beginning at the regular starting time, will be paid at time and-half (1½). All other overtime on Saturday, Sunday and recognized holidays shall be paid for at double (2) the straight time rate of pay. If any of the recognized holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday –if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 18: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours from Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus \$2.50 per hour.

OVERTIME RATE NO. 19: Minimum requirement per Fair Labor Standards Act means time & one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

OVERTIME RATE NO. 20: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

OVERTIME RATE NO. 21: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1 ½) their regular rate of pay for all hours worked.

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 22: Means that when working a workday for an Eight Hour Schedule, a maximum of eight (8) hours shall constitute a day's work and shall be between the hours of six (6:00) a.m. and five (5:00) p.m. excepting work that has must be performed according to project owner's specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay. The Contractor may choose the option of working four (4) ten (10) hour days (Ten Hour Schedule), Monday through Saturday, at straight time. Overtime is to be at the rate of one and one-half (1 ½) times the basic hourly rate for all hours worked over ten (10) in a day or over forty (40) in a week. Forty (40) hours Monday through Saturday, shall constitute one (1) working week and shall be so recognized. All work done after forty (40) hours in any one week, when a crew has worked forty (40) hours at the basic rate of pay during the same week, shall be paid at the rate of one & one-half (1½) times the basic rate of pay. Saturday is to be worked as a make-up day at the straight time hourly rate of pay (up to forty (40) hours that week) provided, that Friday is worked as the first make-up day (weather permitting). The contractor may elect a starting time from 6:00 a.m. to 8:00 a.m. which shall be the regular starting time. Any work before the regular starting time or after the regular quitting time shall be at one and one-half (1½) times the regular rate of pay.

OVERTIME RATE NO. 23: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week as defined as Monday through Thursday, with a Friday make-up day. The normal workday under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. with a one (1) hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one & one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workman on the "day shift" shall receive eight (8) hours' pay at the hourly rate for eight (8) hours' work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall received eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours' work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15 % for seven (7) hours' work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

OVERTIME RATE NO. 24: Means eight (8) hours shall constitute a regular work day, Monday through Friday. All work performed in excess of the regular work day and on Saturday shall be compensated for at one & one-half (1½) times the regular pay. All work accomplished on Sunday and holidays shall be compensated for at double (2) the regular rate of wages. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time.

OVERTIME RATE NO. 25: Means eight (8) hours shall constitute a regular day's work with the work week being Monday through Sunday between the hours of 6:00 a.m. and 6:00 p.m. If an Employer elects to schedule work on a four (4) day ten (10) hour per day work week, ten (10) hour workdays may be worked. Any work performed in excess of forty (40) hours per week or any work performed in excess of ten (10) hours on any workday will be compensated at one and one-half (1½) times the basic hourly wage. Saturday will be compensated at time and one-half (1½). Any work performed on Sundays and recognized holidays shall be compensated at two (2) times the basic hourly wage.

**GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 26: Means eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1 ½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 ½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

OVERTIME RATE NO. 27: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time & one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for time worked on Sundays or holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at time & one-half (1½).

OVERTIME RATE NO. 28: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time & one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

OVERTIME RATE NO. 29: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work at the same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours Monday through Saturday because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. When the contractor elects to establish other working hours the rate of pay shall be the regular hourly rate plus \$0.50 per hour. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 30: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time & one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: On Highway/Heavy Work or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cents (\$2.50) per hour premium. Shift Work: Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

OVERTIME RATE NO. 31: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

OVERTIME RATE NO. 32: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to Holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 33: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m.), Monday through Friday, shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at a rate of double (2x) that employee's hourly rate. For hours worked on Saturday, Sunday and recognized holidays, or days that may be celebrated as such, and as designated by the federal government, double (2) time shall be paid. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. on a second shift shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. When a shift continues past the latest time at which a shift may operate, then the appropriate percentage overtime is paid.

OVERTIME RATE NO. 34: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

OVERTIME RATE NO. 35: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sundays and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

OVERTIME RATE NO. 36: Means the Employer may choose, at his discretion, to work five eight-hour days or four ten-hour days with a Friday make-up day. Overtime shall be paid after eight hours when working "five eights" and after ten hours when working "four tens", and Saturdays at time and one-half (1½) the base rates. Any hours worked on Sunday and recognized Holidays shall be paid at 2 times the base rate.

OVERTIME RATE NO. 37: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and Noon (12:00) on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday work will be paid time and one-half (1½) the regular hourly rate of pay. Work performed on Sundays and recognized holidays shall be paid at double (2) time the regular hourly rate of pay. Saturdays can be a make-up day if weather has forced a day off. But only in the week of the day being lost. Any time worked before six (6) hours before Noon (12:00) or after six (6) hours after Noon (12:00) will be paid at the time and one-half (1½) the regular hourly rate of pay.

OVERTIME RATE NO. 38: Means a normal work week shall be Monday through Friday. Normal hours of work shall consist of eight and one-half (8½) consecutive hours per workday between 7:00 a.m. and 5:00 p.m., which includes one-half (½) hour for lunch. A 4-10 hour day work week Monday through Thursday or Tuesday through Friday may be worked at the contractor's request. Days must be consecutive. Time and one-half (1½) shall be paid for the first two (2) hours of overtime on any regular work day, Monday through Friday, and any work performed before regular starting time and after regular quitting time. Saturday work shall be paid at one and one-half (1½) times the regular rate of pay for the first ten (10) hours. All other overtime will remain as double (2) time, including Sundays and recognized holidays.

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 39: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 7:00 A.M. and 9:00 A.M. Time and one-half (1½) shall be paid for work performed on a regular work day before the regular starting time and after the regular quitting time. Double (2) time shall be paid for work performed on Sunday and holidays. At the discretion of the Employer, Saturday can be used for a make-up day. The Employer when working on highway and road work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his or her forty (40) hours.

OVERTIME RATE NO. 40: Means eight (8) hours shall constitute a regular days' work between the hours of 8:00 a.m. and 5:00 p.m. with an hours' intermission for lunch; and forty (40) hours shall constitute a regular work week from Monday through Friday. A four (4) ten (10) hour day work schedule may be worked Monday through Thursday (Tuesday through Friday in the event a holiday is celebrated on a Monday) or a Tuesday through Friday (Monday through Thursday in the event a holiday is celebrated on Friday). If the parties work the four ten-hour day work week the following shall apply:

- (a) Ten (10) consecutive hours shall constitute a days work between the hours of 7:00 a.m. and 5:30 p.m. One-half (1/2) hour shall be set aside for an unpaid lunch period.
- (b) Friday may be used as a make-up day when the scheduled work week was interrupted and time lost of seven (7) hours or more was incurred.

Time and one-half (1 ½) will be paid for all time worked in excess of the regular working day and Saturday; double (2) time will be paid for all work performed on Sundays and recognized legal holidays.

OVERTIME RATE NO. 41: Means eight (8) hours shall constitute a regular workday, between the hours of 6:30 a.m. and 5:30 p.m. except when the Employer elects to work four (4) ten (10) hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. The Employer may have the option to schedule his workweek from Monday through Thursday at Ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. Time and one-half (1 ½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Overtime shall be computed at one-half (1/2) intervals. Projects that cannot be performed during regular workday: On Highway/Heavy work, or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of one dollar and fifty cents (\$1.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the one dollar and fifty cent (\$1.50) per hour premium. The overtime rate shall be computed after the \$1.50 premium has been added to the hourly wage rate. However, if a contractor employs any other craft on a project being worked outside the normal workday, and is paying the other craft a higher premium, then the Laborers employed by such contractor on such project outside the normal work hours shall be paid the higher premium.

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 42: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus \$1.50 per hour.

OVERTIME RATE NO. 43: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

OVERTIME RATE NO. 44: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7½) hours' work for eight hours pay, exclusive lunch time, and the third or the graveyard shift consist of seven (7) hours' work for eight (8) hours' pay, exclusive of lunch time. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiply shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and six a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three operation, that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at one-half (1/2) hour intervals.

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 45: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and Holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

OVERTIME RATE NO. 46: Means eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:00 p.m. The standard work week shall be forty (40) hours between 7:00 a.m. on Monday and ending 5:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

OVERTIME RATE NO. 47: Means eight (8) hours shall constitute a normal day's work as follows: 7:00 – 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 – 4:30 p.m. Monday through Friday. The lunch break may be of sixty (60) minutes duration and quitting time delayed accordingly. Employees working before or after these specified hours shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and Holiday work shall be double (2) time. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay. During periods of intemperate summer weather, the working day may begin at 6:00 a.m. and straight time shall be paid for eight (8) hours of work.

OVERTIME RATE NO. 48: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

OVERTIME RATE NO. 49: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

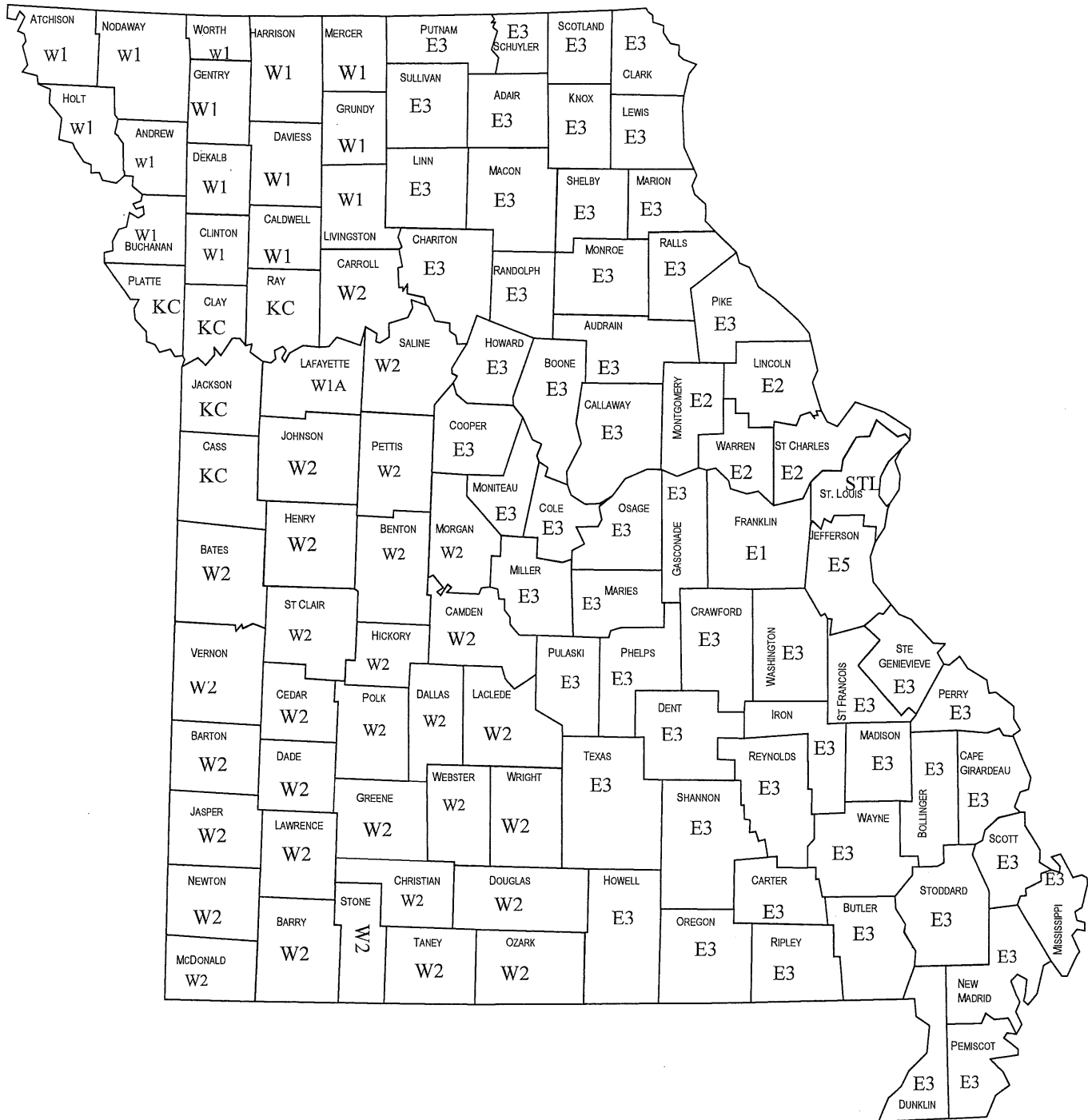
GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 50: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

OVERTIME RATE NO. 51: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over (ten) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a work day is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

OVERTIME RATE NO. 52: Means there is a flexible starting time where there shall be no restrictions on starting or stopping times per day. Except as specified, eight (8) hours a day shall constitute a standard workday and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the eight-hour (8) standard workday, and on Saturday shall be classified as overtime and paid at the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty-hour (40) week. When the four (4) ten-hour day work week schedule is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to extend ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. If an employee absents himself from work during a regularly scheduled work week, consisting of four (4) ten (10) hour days, he shall be required to work Friday and/or Saturday at straight time for the ten (10) hours of such days, as appropriate. When the five-day, eight (8) hour work week is in effect, forty hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, the Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week. If an employee absents himself from work during a regular scheduled work week consisting of five (5) eight (8) hour days, he shall be required to work Friday and/or Saturday at straight time for the first eight (8) hours of such days, as appropriate. The Employer shall have the option of changing the regular workday or work week on any job when conditions as stipulated by the owner or the operating authority require accommodations by the Employer. Starting time may be adjusted to fit circumstances of the Employer.

LABORER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

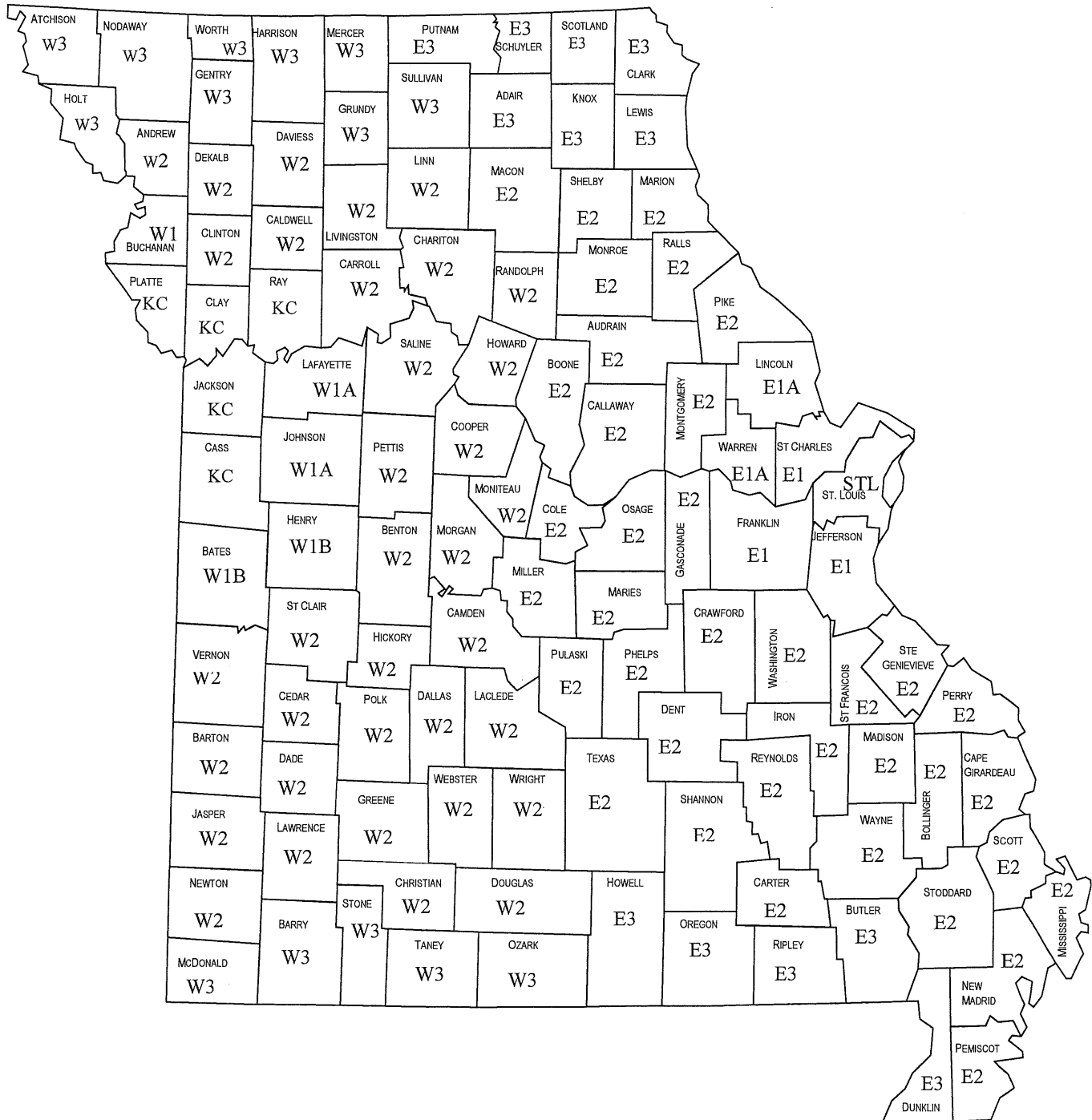
LABORER

For the entire Counties of the following Areas:

<u>ST. LOUIS AREA</u> General Laborer ----- \$27.72 Skilled Laborer ----- \$27.72 Total Fringes ----- \$11.32		<u>KANSAS CITY AREA</u> General Laborer ----- \$26.55 Skilled Laborer ----- \$27.76 Total Fringes ----- \$11.49	
OVERTIME RATE	NO. 30	OVERTIME RATE	NO. 27
HOLIDAY RATE	NO. 12	HOLIDAY RATE	NO. 10

	<u>AREA</u> W-1A	<u>AREA</u> W-2	<u>AREA</u> E-1	<u>AREA</u> E-2	<u>AREA</u> E-3	<u>AREA</u> E-4	<u>AREA</u> E-5
General Laborer -	\$23.44	\$21.89	\$26.51	\$27.88	\$25.06	\$24.81	\$26.56
Skilled Laborer -	\$23.79	\$22.44	\$27.11	\$27.88	\$25.66	\$25.41	\$27.16
Total Fringes	\$ 10.14	\$ 9.89	\$ 9.92	\$ 10.05	\$ 9.92	\$ 9.29	\$ 9.92
	<u>AREA</u> W-1						
General Laborer -	\$23.54						
Skilled Laborer -	\$23.89						
Total Fringes	\$10.04						
OVERTIME RATE NO.	28	28	44	41	44	44	44
HOLIDAY RATE NO.	9	9	18	16	18	18	18

TRUCK DRIVER-TEAMSTER – AREAS BY COUNTIES



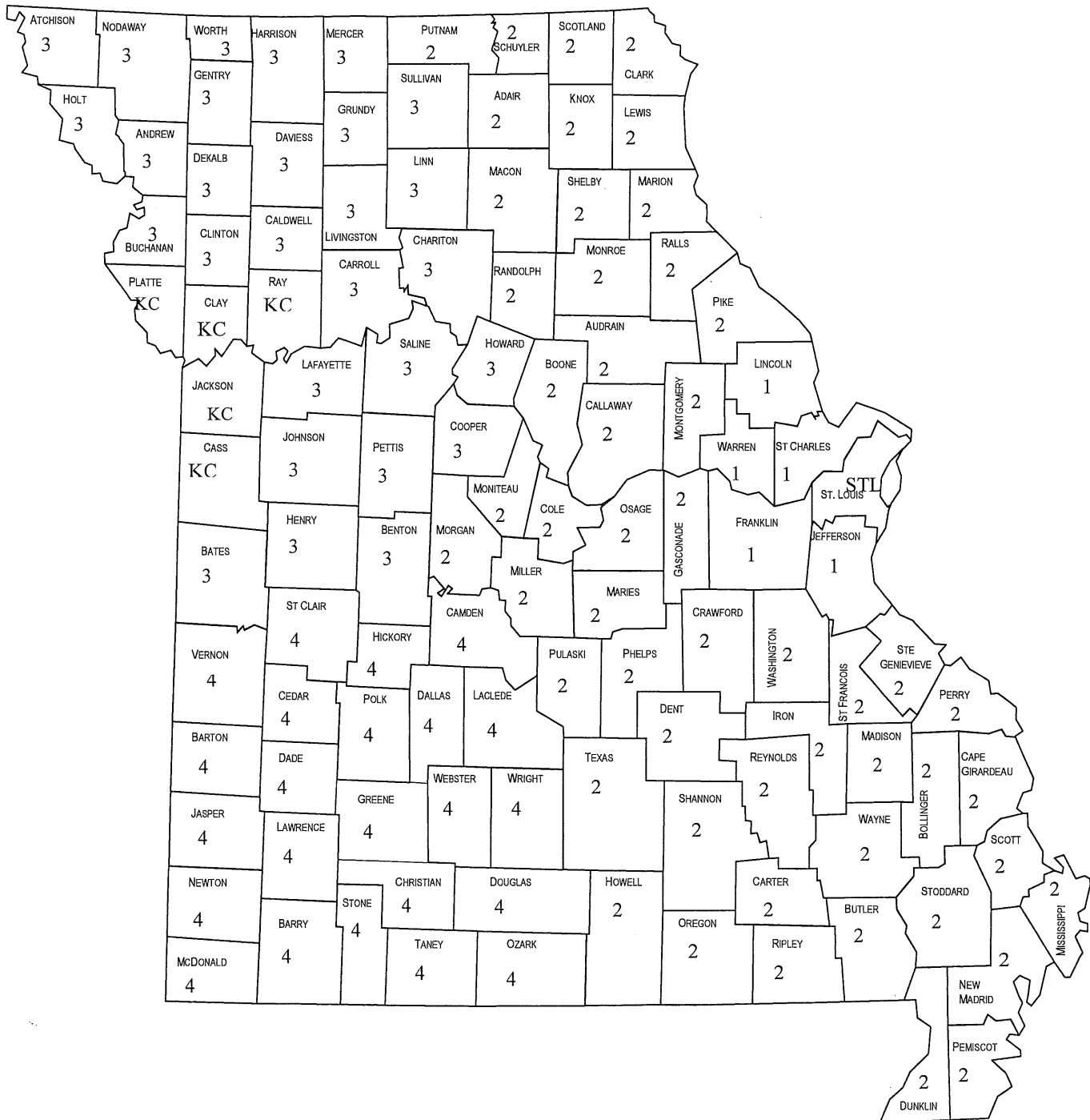
To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
TRUCK DRIVER-TEAMSTER
For the entire Counties of the following Areas:

<u>ST. LOUIS (STL) AREA</u>		<u>KANSAS CITY (KC) AREA</u>	
Group I -----	\$27.05	<u>Area-KC-1</u>	
Group II -----	\$27.25	Group I -----	\$28.64
Group III -----	\$27.35	Group II -----	\$28.64
Group IV -----	\$27.35	Group III -----	\$28.64
		Group IV -----	\$28.64
Total Fringes -----	\$9.045	Total Fringes -----	\$11.10
OVERTIME RATE	NO. 42	OVERTIME RATE	NO. 27
HOLIDAY RATE	NO. 22	HOLIDAY RATE	NO. 10

	<u>AREA</u> W1	<u>AREA</u> W1A	<u>AREA</u> W1B	<u>AREA</u> W2	<u>AREA</u> W3
Group I	\$27.48	\$27.48	\$26.27	\$26.27	\$25.54
Group II	\$27.59	\$27.59	\$26.43	\$26.43	\$25.70
Group III	\$27.63	\$27.63	\$26.42	\$26.42	\$25.69
Group IV	\$27.70	\$27.70	\$26.54	\$26.54	\$25.81
Total Fringes	\$ 9.85	\$ 9.85	\$ 9.85	\$ 9.85	\$ 9.85
OVERTIME RATE	NO. 31	NO. 31	NO. 31	NO. 31	NO. 31
HOLIDAY RATE	NO. 11	NO. 11	NO. 11	NO. 11	NO. 11

	<u>AREA</u> E1	<u>AREA</u> E1A	<u>AREA</u> E2	<u>AREA</u> E3
Group I	\$28.93	\$27.58	\$26.57	\$25.84
Group II	\$29.04	\$27.69	\$26.73	\$26.00
Group III	\$29.08	\$28.73	\$26.72	\$25.99
Group IV	\$29.15	\$27.80	\$26.84	\$26.11
Total Fringes	\$ 9.85	\$ 9.85	\$ 9.85	\$ 9.85
OVERTIME RATE	NO. 14	NO. 14	NO. 14	NO. 14
HOLIDAY RATE	NO. 5	NO. 5	NO. 5	NO. 5

OPERATING ENGINEER – AREAS BY COUNTIES

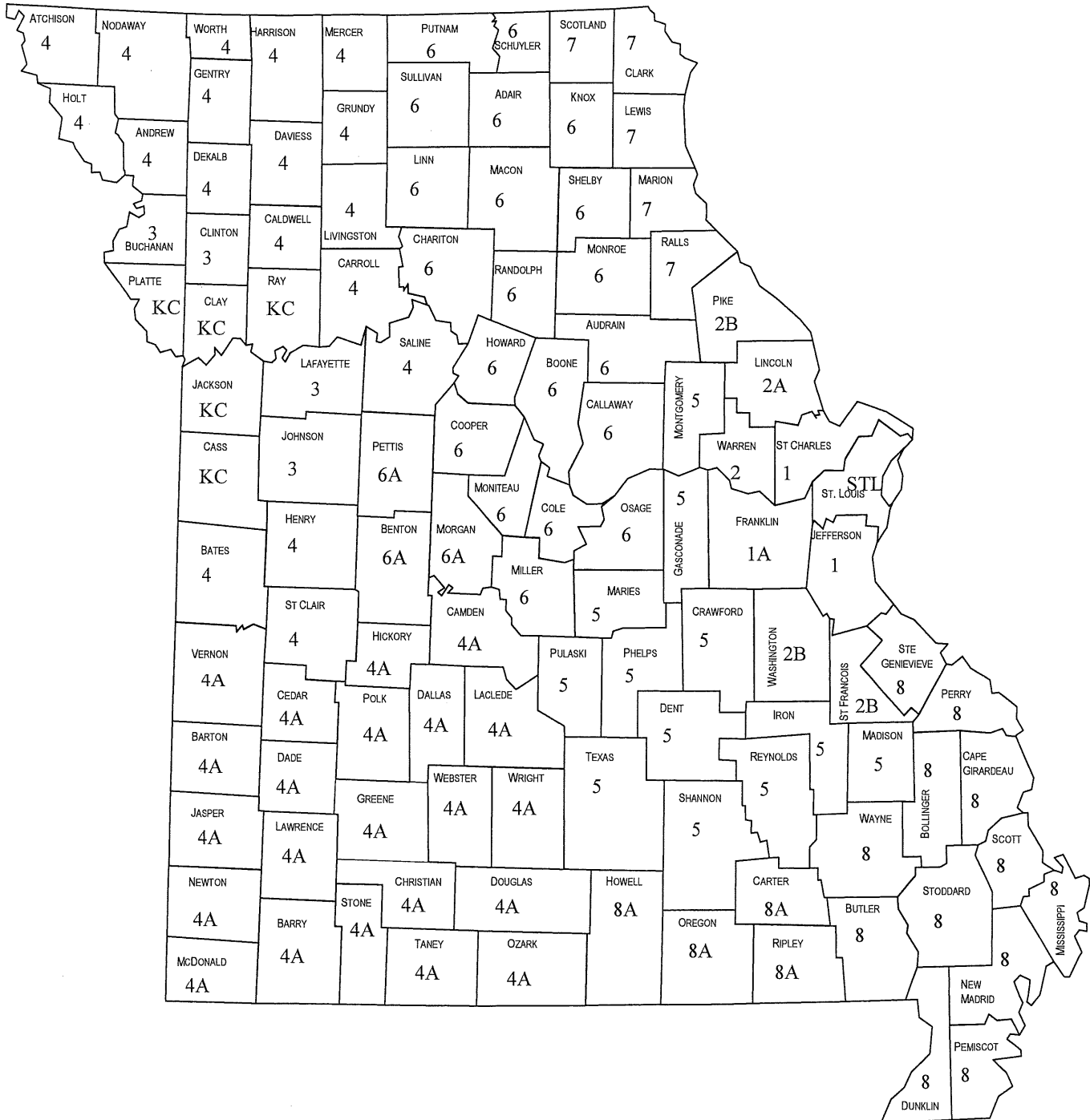


To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
OPERATING ENGINEER
For the entire Counties of the following Areas:

<u>AREA</u>	<u>HOURLY RATES</u>	<u>FRINGE BENEFITS</u>	<u>OVERTIME RATE</u>	<u>HOLIDAY RATE</u>
St. Louis (STL)				
	Group I ----- \$29.67	Total Fringes -- \$19.13		
	Group II ----- \$29.67			
	Group III ----- \$27.77		11	23
	Group IV ----- \$23.41			
	Oiler-Driver ----- \$23.41			

	<u>AREA</u> KC	<u>AREA</u> 1	<u>AREA</u> 2	<u>AREA</u> 3	<u>AREA</u> 4
Group I	\$31.84	\$29.67	\$25.60	\$29.45	\$25.72
Group II	\$30.80	\$29.67	\$25.25	\$29.05	\$25.37
Group III	\$30.80	\$28.37	\$25.05	\$29.05	\$25.17
Group IV	\$26.33	\$24.91	\$21.40	\$27.05	\$23.12
Oiler-Driver	\$29.68	\$25.37	\$21.40	\$27.05	\$23.12
Total Fringes	\$ 13.12	\$19.13	\$19.09	\$ 13.00	\$11.55
OVERTIME RATE NO.	27	2	3	29	29
HOLIDAY RATE NO.	10	23	24	2	2

CARPENTER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

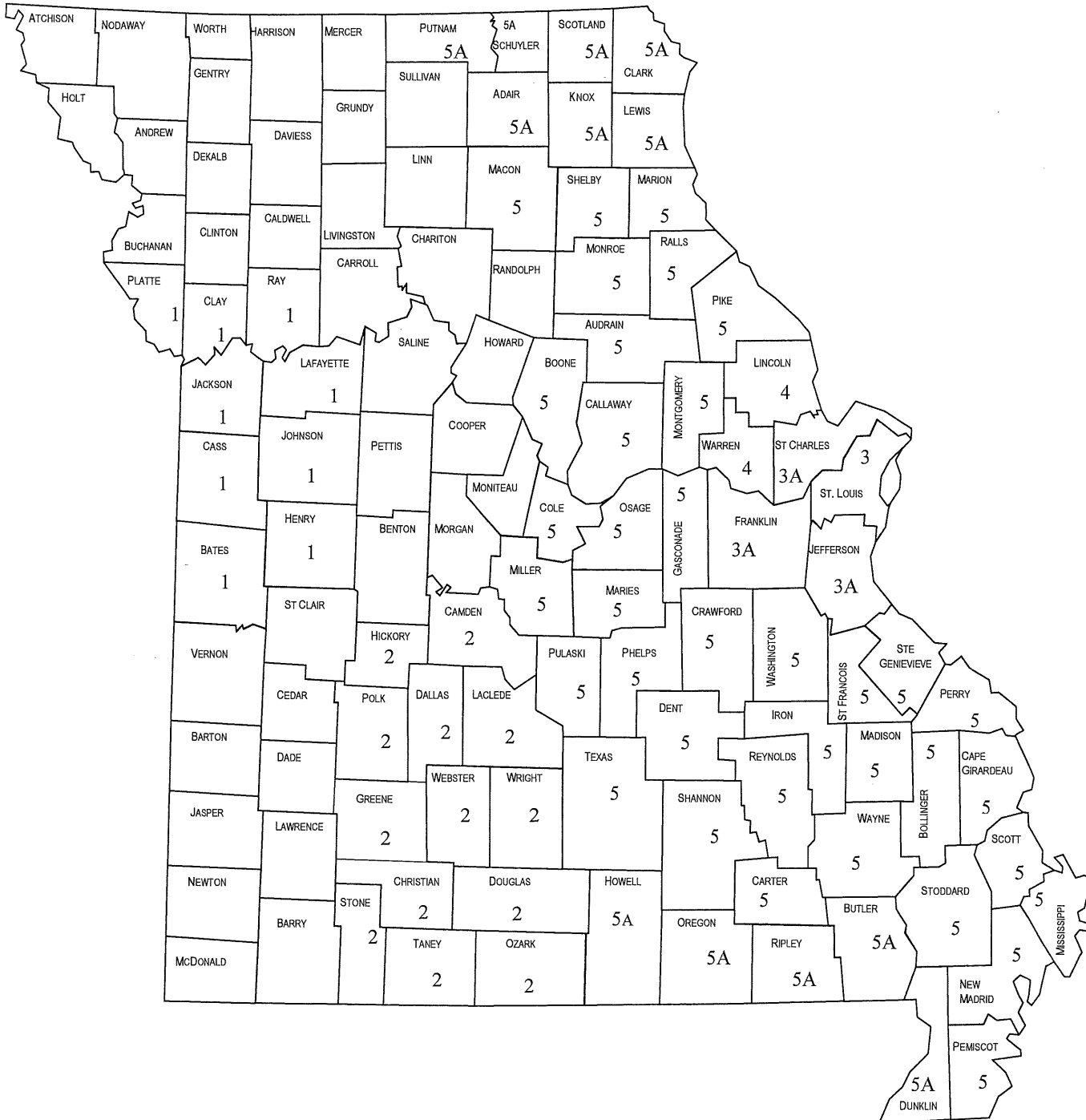
CARPENTER

For the entire Counties of the following Areas:

Journeyman Millwright Piledriver				
AREA	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$33.23	\$ 12.40	7	25
KC	\$33.70	\$ 14.35	5	29

	<u>AREA</u> 1	<u>AREA</u> 1A	<u>AREA</u> 2	<u>AREA</u> 2A	<u>AREA</u> 2B	<u>AREA</u> 3
Hourly Rate	\$32.78	\$30.63	\$30.38	\$29.99	\$29.04	\$28.62
Total Fringes	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	\$11.40
	<u>AREA</u> 4	<u>AREA</u> 4A	<u>AREA</u> 5	<u>AREA</u> 6	<u>AREA</u> 6A	<u>AREA</u> 7
Hourly Rate	\$27.97	\$27.62	\$28.33	\$28.87	\$27.57	\$28.48
Total Fringes	\$11.40	\$11.40	\$12.25	\$11.85	\$11.85	\$12.25
	<u>AREA</u> 8	<u>AREA</u> 8A				
Hourly Rate	\$28.27	\$27.35				
Total Fringes	\$12.32	\$12.32				
OVERTIME RATE	Areas Numbered: 3, 4, 4A, 6 and 6A					NO. 32
OVERTIME RATE	Areas Numbered: 1, 1A, 2, 2A, 2B, 5, 7, 8 and 8A					NO. 51
HOLIDAY RATE	All Areas Numbered: 1 through 8A					NO. 4

TRAFFIC CONTROL SERVICE DRIVER – AREAS BY COUNTIES

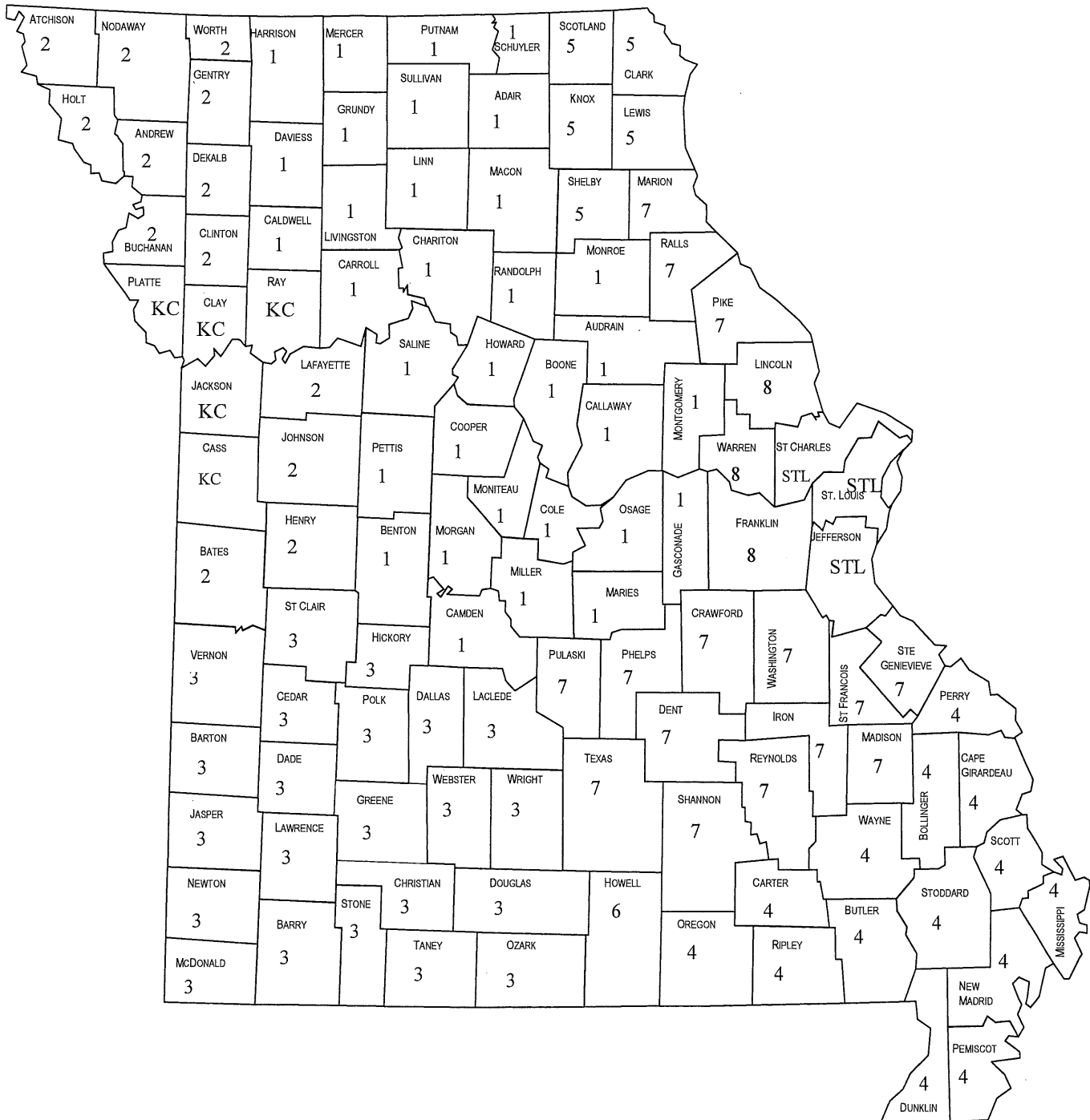


To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
TRAFFIC CONTROL SERVICE DRIVER
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
1	\$15.35	\$ 2.71	21	6
2	\$16.35	\$ 2.75	21	6

	<u>AREA</u> STL 3	<u>AREA</u> 3A	<u>AREA</u> 4	<u>AREA</u> 5	<u>AREA</u> 5A
Hourly Rate	\$27.35	\$28.775	\$27.425	\$26.415	\$25.685
Total Fringes	\$9.045	\$9.045	\$9.045	\$9.045	\$9.045
OVERTIME RATE	No. 42	No. 14	No. 14	No. 14	No. 14
HOLIDAY RATE	No. 22	No. 5	No. 5	No. 5	No. 5

CEMENT MASON – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
CEMENT MASON
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$29.05	\$ 14.21	13	26
KC	\$28.69	\$ 12.63	27	10
1	\$25.08	\$ 9.65	48	16
2	\$29.78	\$ 14.50	50	20
3	\$21.41	\$ 7.74	49	20
4	\$20.40	\$ 15.00	4	27
5	\$22.57	\$ 16.93	22	28
6	\$10.00	\$ 0.00	19	
7	\$25.89	\$ 14.13	39	12
8	\$27.88	\$ 14.21	13	26

IRON WORKER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

IRONWORKER

For the entire Counties of the following Areas:

AREAS	HOURL RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL-1	\$30.98	\$17.675	18	1
STL-2	\$26.41	\$17.80	18	1
KC-1	\$28.00	\$22.90	43	17
KC-2	\$25.00	\$22.90	43	17
1	\$23.38	\$14.71	10	32
2	\$22.10	\$11.30	25	18
3	\$24.00	\$15.01	38	7

AREA	COUNTY	HOURLY RATE	+ FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
4	Audrain County	\$19.00	+ \$ 0.00	19	--
4	Barry County	\$24.50	+ \$21.50	43	17
4	Carroll County	\$27.50	+ \$21.50	43	17
4	Howell County	\$13.00	+ \$ 0.35	19	--
4	Lawrence County	\$24.50	+ \$21.50	43	17
4	Maries County	\$24.50	+ \$21.50	43	17
4	Newton County	\$24.50	+ \$21.50	43	17
4	Phelps County	\$24.50	+ \$21.50	43	17
4	Randolph County	\$27.50	+ \$21.50	43	17
4	Stone County	\$23.75	+ \$10.83	19	--

To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

IRONWORKER

For the entire Counties of the following Areas:

AREAS	HOURL RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL-1	\$30.98	\$17.675	18	1
STL-2	\$26.41	\$17.80	18	1
KC-1	\$28.00	\$22.90	43	17
KC-2	\$25.00	\$22.90	43	17
1	\$23.38	\$14.71	10	32
2	\$22.10	\$11.30	25	18
3	\$24.00	\$15.01	38	7

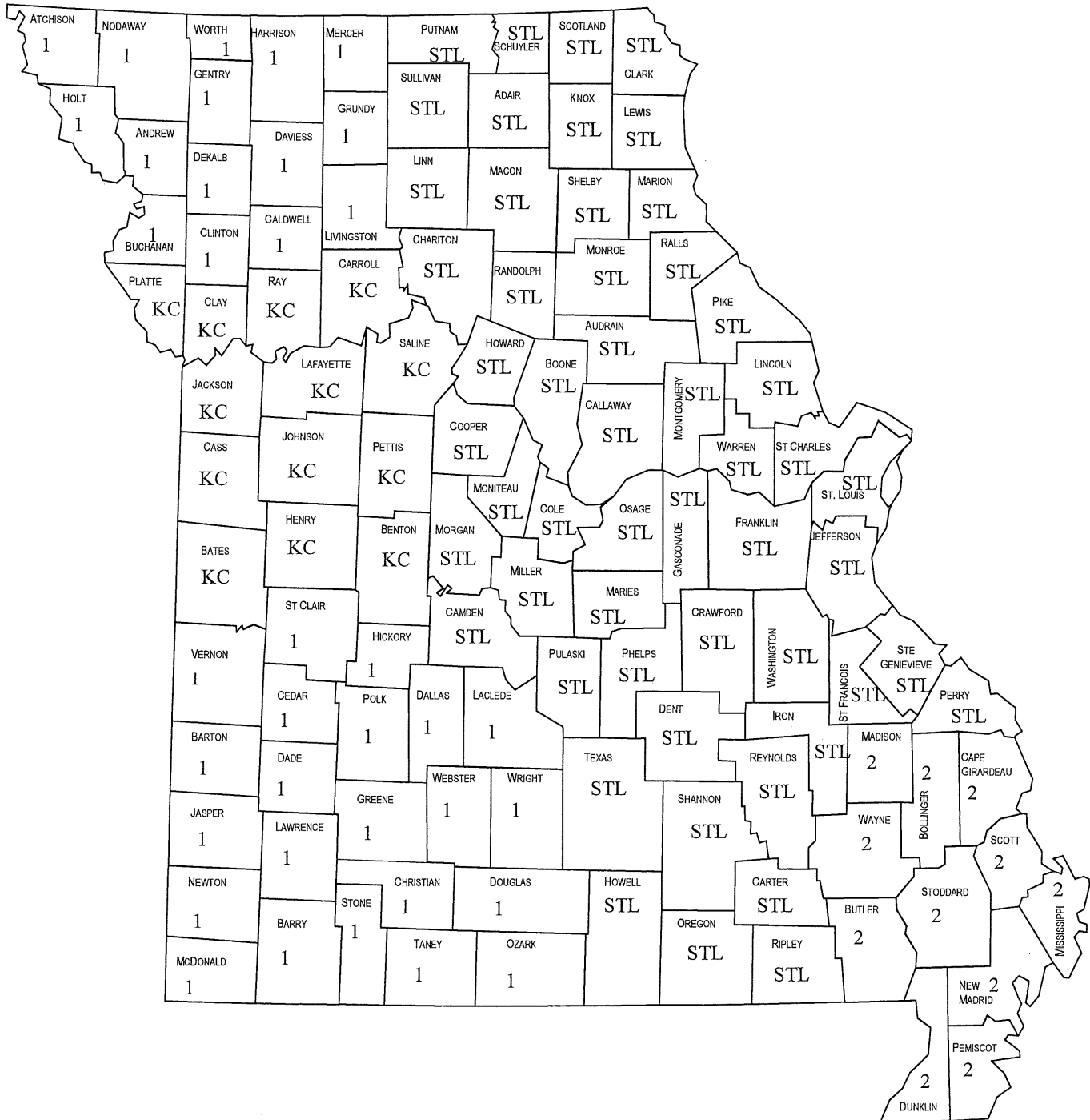
AREA	COUNTY	HOURLY RATE	+ FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
4	Audrain County	\$19.00	+ \$ 0.00	19	--
4	Barry County	\$24.50	+ \$21.50	43	17
4	Carroll County	\$27.50	+ \$21.50	43	17
4	Howell County	\$13.00	+ \$ 0.35	19	--
4	Lawrence County	\$24.50	+ \$21.50	43	17
4	Maries County	\$24.50	+ \$21.50	43	17
4	Newton County	\$24.50	+ \$21.50	43	17
4	Phelps County	\$24.50	+ \$21.50	43	17
4	Randolph County	\$27.50	+ \$21.50	43	17
4	Stone County	\$23.75	+ \$10.83	19	--

To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
ELECTRICIAN, INSIDE WIREMAN
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$33.60	\$ 7.96 + 42.5%	33	15
KC	\$33.83	\$ 15.25 + 10%	23	8
1	\$29.92	\$ 11.73 + 13%	6	15
2	\$30.85	\$ 5.40 + 22%	17	30
3	\$23.40	\$ 10.46 + 8%	15	18
4	\$23.93	\$ 11.17 + 10%	8	34
5	\$28.17	\$ 10.62 + 10%	8	34
6	\$19.72	\$ 10.77 + 10%	8	34
7	\$28.16	\$ 4.85 + 35%	1	31

AREA	COUNTY	HOURLY + FRINGE RATE BENEFITS	OVERTIME RATE	HOLIDAY RATE
8	Howell County	\$14.00 + \$0.54	19	--
8	Pulaski County	\$29.07 + \$11.32 + 13%	6	15
8	Taney County	\$23.52 + \$10.62 + 10%	8	34
8	Texas County	\$29.07 + \$11.32 + 13%	6	15

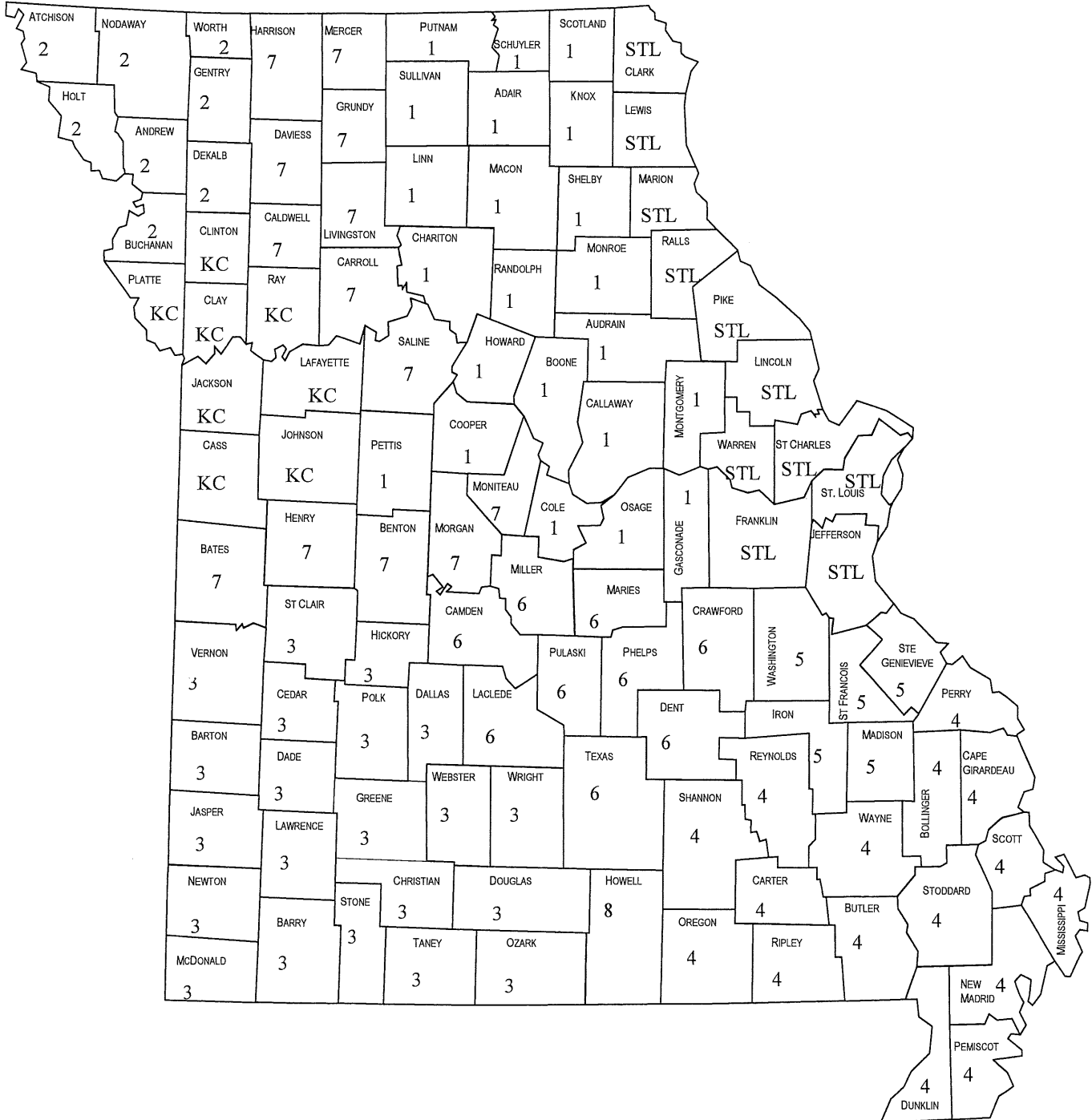
ELECTRICIAN, OUTSIDE – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
ELECTRICIAN, OUTSIDE
For the entire Counties of the following Areas:

AREAS	CLASSIFICATIONS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	Journeyman Lineman Lineman Operator Groundman	\$35.03 \$30.24 \$23.38	\$ 4.75 + 42%	26	19
KC	Journeyman Lineman Lineman Operator Groundman	\$37.28 \$34.78 \$24.70	\$ 4.75 + 34%	16	20
1	Journeyman Lineman Lineman Operator Groundman	\$36.02 \$34.10 \$23.28	\$ 4.75 + 34%	16	20
2	Journeyman Lineman Lineman Operator Groundman	\$39.36 \$28.42 \$22.48	\$ 4.93 + 28.75%	40	15

PAINTER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
PAINTER
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$29.58	\$ 10.51	46	13
KC	\$28.31	\$ 13.37	34	17
1	\$21.40	\$ 10.57	35	15
2	\$24.43	\$ 11.17	36	3
3	\$19.26	\$ 11.49	20	21
4	\$19.23	\$ 10.00	45	35
5	\$21.33	\$ 10.00	45	35
6	\$23.00	\$ 10.66	37	14
7	\$22.648	\$13.37	34	17

AREAS	COUNTY	HOURLY + FRINGE RATE BENEFITS	OVERTIME RATE	HOLIDAY RATE
8	Howell County	\$13.00 + \$ 0.35	19	--

ALL WAGE RATES SET OUT HEREIN ARE
THOSE CURRENTLY REFLECTED BY THE
INFORMATION CONTAINED IN OUR WORKING
FILE AT THE TIME OF PUBLICATION.